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09/694,050	10/20/2000	Timothy Robert Weinstock	1017-6592	8576

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EXAMINER	
MORGAN, ROBERT W	

ART UNIT	PAPER NUMBER
3626	

DATE MAILED: 08/15/2006

Please find below and/or attached an Office communication concerning this application or proceeding.

Office Action Summary	Application No.	Applicant(s)	
	09/694,050	WEINSTOCK ET AL.	
	Examiner	Art Unit	
	Robert W. Morgan	3626	

-- The MAILING DATE of this communication appears on the cover sheet with the correspondence address --

Period for Reply

A SHORTENED STATUTORY PERIOD FOR REPLY IS SET TO EXPIRE 3 MONTH(S) FROM THE MAILING DATE OF THIS COMMUNICATION.

- Extensions of time may be available under the provisions of 37 CFR 1.136(a). In no event, however, may a reply be timely filed after SIX (6) MONTHS from the mailing date of this communication.
- If the period for reply specified above is less than thirty (30) days, a reply within the statutory minimum of thirty (30) days will be considered timely.
- If NO period for reply is specified above, the maximum statutory period will apply and will expire SIX (6) MONTHS from the mailing date of this communication.
- Failure to reply within the set or extended period for reply will, by statute, cause the application to become ABANDONED (35 U.S.C. § 133). Any reply received by the Office later than three months after the mailing date of this communication, even if timely filed, may reduce any earned patent term adjustment. See 37 CFR 1.704(b).

Status

1)☒ Responsive to communication(s) filed on *10 December 2004*.

2a)☒ This action is **FINAL**. 2b)☐ This action is non-final.

3)☐ Since this application is in condition for allowance except for formal matters, prosecution as to the merits is closed in accordance with the practice under *Ex parte Quayle*, 1935 C.D. 11, 453 O.G. 213.

Disposition of Claims

4)☒ Claim(s) *1-95* is/are pending in the application.

4a) Of the above claim(s) _____ is/are withdrawn from consideration.

5)☐ Claim(s) _____ is/are allowed.

6)☒ Claim(s) *1-95* is/are rejected.

7)☐ Claim(s) _____ is/are objected to.

8)☐ Claim(s) _____ are subject to restriction and/or election requirement.

Application Papers

9)☐ The specification is objected to by the Examiner.

10)☐ The drawing(s) filed on _____ is/are: a)☐ accepted or b)☐ objected to by the Examiner.

Applicant may not request that any objection to the drawing(s) be held in abeyance. See 37 CFR 1.85(a).

Replacement drawing sheet(s) including the correction is required if the drawing(s) is objected to. See 37 CFR 1.121(d).

11)☐ The oath or declaration is objected to by the Examiner. Note the attached Office Action or form PTO-152.

Priority under 35 U.S.C. § 119

12)☐ Acknowledgment is made of a claim for foreign priority under 35 U.S.C. § 119(a)-(d) or (f).

a)☐ All b)☐ Some * c)☐ None of:

1.☐ Certified copies of the priority documents have been received.

2.☐ Certified copies of the priority documents have been received in Application No. _____.

3.☐ Copies of the certified copies of the priority documents have been received in this National Stage application from the International Bureau (PCT Rule 17.2(a)).

* See the attached detailed Office action for a list of the certified copies not received.

Attachment(s)

1) ☐ Notice of References Cited (PTO-892)
2) ☐ Notice of Draftsperson's Patent Drawing Review (PTO-948)
3) ☐ Information Disclosure Statement(s) (PTO-1449 or PTO/SB/08) Paper No(s)/Mail Date _____.
4) ☐ Interview Summary (PTO-413) Paper No(s)/Mail Date. _____ .
5) ☐ Notice of Informal Patent Application (PTO-152)
6) ☐ Other: _____.

Notice to Applicant

1. This communication is in response to the request for withdrawal of the final rejection in amendment filed 12/10/04. Claims 1-95 are presented for examination.

Affidavit

2. The Affidavit filed 4/2/04 has been entered and acknowledged.

Claim Rejections - 35 USC § 103

3. The following is a quotation of 35 U.S.C. 103(a) which forms the basis for all obviousness rejections set forth in this Office action:

> (a) A patent may not be obtained though the invention is not identically disclosed or described as set forth in section 102 of this title, if the differences between the subject matter sought to be patented and the prior art are such that the subject matter as a whole would have been obvious at the time the invention was made to a person having ordinary skill in the art to which said subject matter pertains. Patentability shall not be negatived by the manner in which the invention was made.

4. Claims 1-61 and 65-95 are rejected under 35 U.S.C. 103(a) as being unpatentable over U.S. Patent No. 5,794,207 to Walker et al. in view of "Many Ways to Sell" by Travel Agent in further view of U.S. Patent No. 6,125,384 to Brandt et al., for substantially the same reasons given in the previous Office Action (paper number 26). Further reasons appear below.

(A) Claims 1-40, 42-57, 59-61, 66-75, 77-82, 84-86 and 91 have not been amended, and are rejected for the same reasons given in the previous Office Action (paper number 26), and incorporated herein. Further reasons appear hereinbelow.

Claim 41 has been amended to now recite the step of "said functional interaction including automatic acceptance by said business computer system software program of the vehicle reservation from said third party authorized purchaser".

As per this limitation, Walker et al. and Travel Agent teach a method and apparatus for bilateral buyer-driven commerce comprising a seller interface (300, Fig. 1), central controller

(200, Fig. 1) and buyer interface (400, Fig. 1) all connected via an Internet connection (see: Walker et al.: column 11, lines 55-59). In addition, Walker et al. and Travel Agent teach in box (515, Fig. 5), that a buyer logs on to central controller to purchase for example, a rental car using a electronic form or contract, the form is displayed via the buyer interface (400, Fig. 1) (see: Walker et al.: column 16, lines 15, line 60 to column 16, line 11). Walker et al. and Travel Agent further teach that the form is a conditional purchase offer (CPO), which specifies the subject of the goods a person wishes to purchase, a description of the goods a person wishes to obtain, and any other conditions the buyer requires (see: Walker et al.: column 8, lines 46-49). The CPO may be transcribed into digital text and made available to potential sellers ("plurality of competitive providers") (see: Walker et al.: column 17, lines 7-19 and column 18, lines 15-21). Additionally, buyers are able to reach a large number of remotely located sellers (see: Walker et al.: column 10, lines 40-43). Walker et al. and Travel Agent also teach that communication between the buyer and seller take place via electronic network (see: Walker et al.: column 15, lines 45-48).

Walker et al. and Travel Agent fail to teach the claimed "...automatic acceptance by said business computer system software program..."

Brandt et al. teaches FlowMark application software with purpose of renting a car that allows an authorized user to enter car rental information through a rental car agency's web site form (see: column 14, line 53 to column 15, line 37). Brandt et al. further teaches that the FlowMark application software outputs data container, which include car rental reservation information (see: column 14, lines 6-10 and 53-64). In addition, Brandt teaches that the car rental process model (440, Fig. 4) may model activity as a completely automatic process, which runs to completion without any human intervention (see: column 17, lines 28-58).

One of ordinary skill in the art at the time the invention was made would have found it obvious to include the automated process in the FlowMark application software for car rental within the Walker et al. and Travel Agent system with the motivation of providing a faster and more efficient way to process car rental application without any human intervention.

Claim 43 has been amended to now recite the step of "said software resident on said at least one rental vehicle provider's business computer system being configured to automatically accept a rental vehicle reservation from said third party authorized purchaser".

Walker et al. and Travel Agent teach a method and apparatus for bilateral buyer-driven commerce comprising a seller interface (300, Fig. 1), central controller (200, Fig. 1) and buyer interface (400, Fig. 1) all connected via an Internet connection (see: Walker et al.: column 11, lines 55-59). In addition, Walker et al. and Travel Agent teach in box (515, Fig. 5), that a buyer logs on to central controller to purchase for example, a rental car using a electronic form or contract, the form is displayed via the buyer interface (400, Fig. 1) (see: Walker et al.: column 16, lines 15, line 60 to column 16, line 11). Walker et al. and Travel Agent further teach that the form is a conditional purchase offer (CPO), which specifies the subject of the goods a person wishes to purchase, a description of the goods a person wishes to obtain, and any other conditions the buyer requires (see: Walker et al.: column 8, lines 46-49). The CPO may be transcribed into digital text and made available to potential sellers ("plurality of competitive providers") (see: Walker et al.: column 17, lines 7-19 and column 18, lines 15-21). Additionally, buyers are able to reach a large number of remotely located sellers (see: Walker et al.: column 10, lines 40-43). Walker et al. and Travel Agent also teach that communication between the buyer and seller take place via electronic network (see: Walker et al.: column 15, lines 45-48).

Walker et al. and Travel Agent fail to explicitly teach the step of "...automatically accept a rental vehicle reservation".

Brandt et al. teaches FlowMark application software with purpose of renting a car that allows an authorized user to enter car rental information through a rental car agency's web site form (see: column 14, line 53 to column 15, line 37). Brandt et al. further teaches that the FlowMark application software outputs data container, which include car rental reservation information (see: column 14, lines 6-10 and 53-64). In addition, Brandt teaches that the car rental process model (440, Fig. 4) may model activity as a completely automatic process, which runs to completion without any human intervention (see: column 17, lines 28-58).

The obviousness of combining the teachings of Brandt et al. with the system of Walker et al. and Travel Agent are discussed in rejection of claim 41, and incorporated herein.

Claim 47 has been amended to now recite the step of "said integrated computer system being configured to automatically accept reservation from the users' computers".

Walker et al. and Travel Agent fail to explicitly teach the step of ".... configured to automatically accept reservation from the users' computers".

Brandt et al. teaches FlowMark application software with purpose of renting a car that allows an authorized user to enter car rental information through a rental car agency's web site form (see: column 14, line 53 to column 15, line 37). Brandt et al. further teaches that the FlowMark application software outputs data container, which include car rental reservation information (see: column 14, lines 6-10 and 53-64). In addition, Brandt teaches that the car rental process model (440, Fig. 4) may model activity as a completely automatic process, which runs to completion without any human intervention (see: column 17, lines 28-58).

The obviousness of combining the teachings of Brandt et al. with the system of Walker et al. and Travel Agent are discussed in rejection of claim 41, and incorporated herein.

Claim 58 has been amended to now recite the step of "configured to automatically create a service reservation in response in response to a request received from said multi-level business organization".

As per this limitation, Walker et al. and Travel Agent fail to explicitly teach the step of automatically creating a service reservation in response in response to a request received from said multi-level business organization.

Brandt et al. teaches FlowMark application software with purpose of renting a car that allows an authorized user to enter car rental information through a rental car agency's web site form (see: column 14, line 53 to column 15, line 37). Brandt et al. further teaches that the FlowMark application software outputs data container, which include car rental reservation information (see: column 14, lines 6-10 and 53-64). In addition, Brandt teaches that the car rental process model (440, Fig. 4) may model activity as a completely automatic process, which runs to completion without any human intervention (see: column 17, lines 28-58).

The obviousness of combining the teachings of Brandt et al. with the system of Walker et al. and Travel Agent are discussed in rejection of claim 41, and incorporated herein.

Claim 65 has been amended to now recite the step of "automatically" processing and fulfilling said reservations, ..."

As per this limitation, Walker et al. and Travel Agent fail to explicitly teach the step of "automatically" processing and fulfilling said reservations, ..."

Brandt et al. teaches FlowMark application software with purpose of renting a car that allows an authorized user to enter car rental information through a rental car agency's web site form (see: column 14, line 53 to column 15, line 37). Brandt et al. further teaches that the FlowMark application software outputs data container, which include car rental reservation information (see: column 14, lines 6-10 and 53-64). In addition, Brandt teaches that the car rental process model (440, Fig. 4) may model activity as a completely automatic process, which runs to completion without any human intervention (see: column 17, lines 28-58).

The obviousness of combining the teachings of Brandt et al. with the system of Walker et al. and Travel Agent are discussed in rejection of claim 41, and incorporated herein.

Claim 76 has been amended to now recite the step of "automated fulfillment by said integrated business software".

As per this limitation, Walker et al. and Travel Agent fail to explicitly teach the step of "automated fulfillment by said integrated business software".

Brandt et al. teaches FlowMark application software with purpose of renting a car that allows an authorized user to enter car rental information through a rental car agency's web site form (see: column 14, line 53 to column 15, line 37). Brandt et al. further teaches that the FlowMark application software outputs data container, which include car rental reservation information (see: column 14, lines 6-10 and 53-64). In addition, Brandt teaches that the car rental process model (440, Fig. 4) may model activity as a completely automatic process, which runs to completion without any human intervention (see: column 17, lines 28-58).

The obviousness of combining the teachings of Brandt et al. with the system of Walker et al. and Travel Agent are discussed in rejection of claim 41, and incorporated herein.

Claim 83 has been amended to now recite the step of "automatically in response to requests from said management software program".

As per this limitation, Walker et al. and Travel Agent fail to explicitly teach the step of "automatically in response to requests from said management software program".

Brandt et al. teaches FlowMark application software with purpose of renting a car that allows an authorized user to enter car rental information through a rental car agency's web site form (see: column 14, line 53 to column 15, line 37). Brandt et al. further teaches that the FlowMark application software outputs data container, which include car rental reservation information (see: column 14, lines 6-10 and 53-64). In addition, Brandt teaches that the car rental process model (440, Fig. 4) may model activity as a completely automatic process, which runs to completion without any human intervention (see: column 17, lines 28-58).

The obviousness of combining the teachings of Brandt et al. with the system of Walker et al. and Travel Agent are discussed in rejection of claim 41, and incorporated herein.

Claim 87 has been amended to now recite the step of "selected by said authorized purchaser from a plurality of providers of said rental vehicle services,".

As per this limitation, Walker et al. further teaches that the form is a conditional purchase offer (CPO), which specifies the subject of the goods a person wishes to purchase, a description of the goods a person wishes to obtain, and any other conditions the buyer requires (see: column 8, lines 46-49). The CPO may be transcribed into digital text and made available to potential sellers ("plurality of competitive providers") (see: column 17, lines 7-19 and column 18, lines 15-21). Additionally, buyers (reads on "authorized purchaser") are able to reach a large number of remotely located sellers ("plurality of competitive providers") (see: column 10, lines 40-43).

Walker et al. also teaches that communication between the buyer and seller take place via electronic network (see: column 15, lines 45-48).

Claim 88 has been amended to now recite the step of "automatic fulfillment ..." and "receiving a selection from said purchaser of a service provider from plurality of selectable service providers, the selected service provider having a computer system programmed with said integrated business software" and "communicating at least some of said reservations to the selected service provider's integrated business software for automatic fulfillment".

As per this limitation, Walker et al. and Travel Agent teach a conditional purchase offer (CPO), a form that specifies the subject of the goods a person wishes to purchase, a description of the goods a person wishes to obtain, and any other conditions the buyer requires (see: Walker et al.: column 8, lines 46-49). The CPO may be transcribed into digital text and made available to potential sellers ("plurality of competitive providers") (see: Walker et al.: column 17, lines 7-19 and column 18, lines 15-21). Additionally, buyers (reads on "authorized purchaser") are able to reach a large number of remotely located sellers ("plurality of competitive providers") (see: Walker et al.: column 10, lines 40-43). Walker et al. and Travel Agent also teach that communication between the buyer and seller take place via electronic network (see: Walker et al.: column 15, lines 45-48).

Walker et al. and Travel Agent fail to explicitly teach the step of "automatic fulfillment..."

Brandt et al. teaches FlowMark application software with purpose of renting a car that allows an authorized user to enter car rental information through a rental car agency's web site form (see: column 14, line 53 to column 15, line 37). Brandt et al. further teaches that the

FlowMark application software outputs data container, which include car rental reservation information (see: column 14, lines 6-10 and 53-64). In addition, Brandt teaches that the car rental process model (440, Fig. 4) may model activity as a completely automatic process, which runs to completion without any human intervention (see: column 17, lines 28-58).

The obviousness of combining the teachings of Brandt et al. with the system of Walker et al. and Travel Agent are discussed in rejection of claim 41, and incorporated herein.

Claim 89 has been amended to now recite the step of "...plurality of rental vehicle service providers, at least one rental vehicle service provider having an integrated business software program for automatically processing and fulfilling....".

As per this limitation, Walker et al. and Travel Agent teach a conditional purchase offer (CPO), a form that specifies the subject of the goods a person wishes to purchase, a description of the goods a person wishes to obtain, and any other conditions the buyer requires (see: Walker et al.: column 8, lines 46-49). The CPO may be transcribed into digital text and made available to potential sellers ("plurality of competitive providers") (see: Walker et al.: column 17, lines 7-19 and column 18, lines 15-21). Additionally, buyers (reads on "authorized purchaser") are able to reach a large number of remotely located sellers ("plurality of competitive providers") (see: Walker et al.: column 10, lines 40-43). Walker et al. and Travel Agent also teach that communication between the buyer and seller take place via electronic network (see: Walker et al.: column 15, lines 45-48).

Walker et al. and Travel Agent fail to explicitly teach the step "automatically processing and fulfilling...."

Brandt et al. teaches FlowMark application software with purpose of renting a car that allows an authorized user to enter car rental information through a rental car agency's web site form (see: column 14, line 53 to column 15, line 37). Brandt et al. further teaches that the FlowMark application software outputs data container, which include car rental reservation information (see: column 14, lines 6-10 and 53-64). In addition, Brandt teaches that the car rental process model (440, Fig. 4) may model activity as a completely automatic process, which runs to completion without any human intervention (see: column 17, lines 28-58).

The obviousness of combining the teachings of Brandt et al. with the system of Walker et al. and Travel Agent are discussed in rejection of claim 41, and incorporated herein.

Claim 90 has been amended to now recite the step of "...selected from a plurality of replacement vehicle service providers" and "...automatically accepting said reservation".

As per this limitation, Walker et al. and Travel Agent teach a conditional purchase offer (CPO), a form that specifies the subject of the goods a person wishes to purchase, a description of the goods a person wishes to obtain, and any other conditions the buyer requires (see: Walker et al.: column 8, lines 46-49). The CPO may be transcribed into digital text and made available to potential sellers ("plurality of competitive providers or replacement vehicle service providers") (see: Walker et al.: column 17, lines 7-19 and column 18, lines 15-21). Additionally, buyers (reads on "authorized purchaser") are able to reach a large number of remotely located sellers ("plurality of competitive providers") (see: Walker et al.: column 10, lines 40-43). Walker et al. and Travel Agent also teach that communication between the buyer and seller take place via electronic network (see: Walker et al.: column 15, lines 45-48). Walker et al. and Travel Agent teach Enterprise Rent-a-Car 24-hour car reservation service that enables insurance adjusters to

quickly secure a car for customers. Automated Rental Management System or ARMS, allows insurance companies to do business with Enterprise electronically, including making reservation, rental extensions, billing and payment (see: Travel Agent: paragraph 2).

Walker et al. and Travel Agent fail to explicitly teach the step "...automatically accepting said reservation".

Brandt et al. teaches FlowMark application software with purpose of renting a car that allows an authorized user to enter car rental information through a rental car agency's web site form (see: column 14, line 53 to column 15, line 37). Brandt et al. further teaches that the FlowMark application software outputs data container, which include car rental reservation information (see: column 14, lines 6-10 and 53-64). In addition, Brandt teaches that the car rental process model (440, Fig. 4) may model activity as a completely automatic process, which runs to completion without any human intervention (see: column 17, lines 28-58).

The obviousness of combining the teachings of Brandt et al. with the system of Walker et al. and Travel Agent are discussed in rejection of claim 41, and incorporated herein.

Claim 92 has been amended to now recite the step of "...selected by an adjuster from among a plurality of replacement vehicle service providers, the at least one replacement vehicle service provider" and "...automatically processing replacement..."

As per this limitation, Walker et al. and Travel Agent teach a conditional purchase offer (CPO), a form that specifies the subject of the goods a person wishes to purchase, a description of the goods a person wishes to obtain, and any other conditions the buyer requires (see: Walker et al.: column 8, lines 46-49). The CPO may be transcribed into digital text and made available to potential sellers ("plurality of competitive providers or replacement vehicle service providers")

(see: Walker et al.: column 17, lines 7-19 and column 18, lines 15-21). Additionally, buyers (reads on "authorized purchaser") are able to reach a large number of remotely located sellers ("plurality of competitive providers") (see: Walker et al.: column 10, lines 40-43). Walker et al. and Travel Agent also teach that communication between the buyer and seller take place via electronic network (see: Walker et al.: column 15, lines 45-48). Walker et al. and Travel Agent teach Enterprise Rent-a-Car 24-hour car reservation service that enables insurance adjusters to quickly secure a car for customers. Automated Rental Management System or ARMS, allows insurance companies to do business with Enterprise electronically, including making reservation, rental extensions, billing and payment (see: Travel Agent: paragraph 2).

Walker et al. and Travel Agent fail to explicitly teach the step "...automatically processing replacement..."

Brandt et al. teaches FlowMark application software with purpose of renting a car that allows an authorized user to enter car rental information through a rental car agency's web site form (see: column 14, line 53 to column 15, line 37). Brandt et al. further teaches that the FlowMark application software outputs data container, which include car rental reservation information (see: column 14, lines 6-10 and 53-64). In addition, Brandt teaches that the car rental process model (440, Fig. 4) may model activity as a completely automatic process, which runs to completion without any human intervention (see: column 17, lines 28-58).

The obviousness of combining the teachings of Brandt et al. with the system of Walker et al. and Travel Agent are discussed in rejection of claim 41, and incorporated herein.

Claim 93 has been amended to now recite the step of "... a plurality of rental vehicle service providers, at least one of said rental vehicle..."

As per this limitation, Walker et al. further teaches that the form is a conditional purchase offer (CPO), which specifies the subject of the goods a person wishes to purchase, a description of the goods a person wishes to obtain, and any other conditions the buyer requires (see: column 8, lines 46-49). The CPO may be transcribed into digital text and made available to potential sellers ("plurality of competitive providers") (see: column 17, lines 7-19 and column 18, lines 15-21). Additionally, buyers (reads on "authorized purchaser") are able to reach a large number of remotely located sellers ("plurality of competitive providers") (see: column 10, lines 40-43). Walker et al. also teaches that communication between the buyer and seller take place via electronic network (see: column 15, lines 45-48).

Claim 94 has been amended to now recite the step of "means for selecting in response to user input, a rental car service provider from a plurality of rental care service providers" and "...said selected ...automatically placing said reservation..."

As per this limitation, Walker et al. further teaches that the form is a conditional purchase offer (CPO), which specifies the subject of the goods a person wishes to purchase, a description of the goods a person wishes to obtain, and any other conditions the buyer requires (see: column 8, lines 46-49). The CPO may be transcribed into digital text and made available to potential sellers ("plurality of competitive providers") (see: column 17, lines 7-19 and column 18, lines 15-21). Additionally, buyers (reads on "authorized purchaser") are able to reach a large number of remotely located sellers ("plurality of competitive providers") (see: column 10, lines 40-43). Walker et al. also teaches that communication between the buyer and seller take place via electronic network (see: column 15, lines 45-48).

Walker et al. and Travel Agent fail to teach "...said selected ...automatically placing said reservation..."

Brandt et al. teaches FlowMark application software with purpose of renting a car that allows an authorized user to enter car rental information through a rental car agency's web site form (see: column 14, line 53 to column 15, line 37). Brandt et al. further teaches that the FlowMark application software outputs data container, which include car rental reservation information (see: column 14, lines 6-10 and 53-64). In addition, Brandt teaches that the car rental process model (440, Fig. 4) may model activity as a completely automatic process, which runs to completion without any human intervention (see: column 17, lines 28-58).

The obviousness of combining the teachings of Brandt et al. with the system of Walker et al. and Travel Agent are discussed in rejection of claim 41, and incorporated herein.

As per claim 95, An Internet enabled rental vehicle reservation system, said system comprising:

Walker et al. teaches a method and apparatus for bilateral buyer-driven commerce comprising a seller interface (300, Fig. 1), central controller (200, Fig. 1) and buyer interface (400, Fig. 1) all connected via an Internet connection (see: column 11, lines 55-59). In addition, Walker et al teaches in box (515, Fig. 5), that a buyer logs on to central controller to purchase for example, a rental car using a electronic form or contract, the form is displayed via the buyer interface (400, Fig. 1) (see: column 16, lines 15, line 60 to column 16, line 11). Walker et al. further teaches that the form is a conditional purchase offer (CPO), which specifies the subject of the goods a person wishes to purchase, a description of the goods a person wishes to obtain, and any other conditions the buyer requires (see: column 8, lines 46-49). The CPO may be transcribed into digital text and made available to potential sellers ("plurality of competitive

providers") (see: column 17, lines 7-19 and column 18, lines 15-21). Additionally, buyers are able to reach a large number of remotely located sellers (see: column 10, lines 40-43). In addition, Walker teaches accepting the CPO at step (660, Fig. 6) and a CPO database (265, Fig. 2) that tracks all CPO's such as status, date, time, condition, etc... (see: column 13, lines 23-29 and column 17, lines 26-47).

Walker fails to teach:

--the claimed user being an insurance company employee acting on behalf of an insured person;

--the claimed (1) automatically accept the rental vehicle reservation received from said website and (2) communicate rental vehicle reservation data with said website to allow management of said reservation by said user as said reservation is ongoing; and

--the claimed rental vehicle software program and configured to store data relating to the reservation, including any modifications to the reservation received by the rental vehicle software program as the user manages the reservation.

Travel Agent teaches Enterprise Rent-a-Car 24-hour car reservation service that enables insurance adjusters to quickly secure a car for customers. Automated Rental Management System or ARMS, allows insurance companies to do business with Enterprise electronically, including making reservation, rental extensions, billing and payment (see: paragraph 2).

Therefore, it would have been obvious to a person of ordinary skill in the art at the time the invention was made to include Enterprise Rent-a-Car 24-hour car reservation service as taught by Travel Agent within the bilateral buyer-driven commerce method for car rental as

taught Walker et al. with the motivation of allowing authorized user to provide reliable and dependable service to customer involved in rental car insurance claim.

Walker et al. and Travel Agent fail to teach the claimed automatically accept the rental vehicle reservation received from said website.

Brandt et al. teaches FlowMark application software with purpose of renting a car that allows an authorized user to enter car rental information through a rental car agency's web site form (see: column 14, line 53 to column 15, line 37). Brandt et al. further teaches that the FlowMark application software outputs data container, which include car rental reservation information (see: column 14, lines 6-10 and 53-64). In addition, Brandt teaches that the car rental process model (440, Fig. 4) may model activity as a completely automatic process, which runs to completion without any human intervention (see: column 17, lines 28-58).

One of ordinary skill in the art at the time the invention was made would have found it obvious to include the automated process in the FlowMark application software for car rental within the Walker et al. and Travel Agent system with the motivation of providing a faster and more efficient way to process car rental application without any human intervention.

5. Claims 62-64 are rejected under 35 U.S.C. 103(a) as being unpatentable over U.S. Patent No. 5,794,207 to Walker et al. in view of U.S. Patent No. 6,125,384 to Brandt et al.

(A) Claims 63-64 have not been amended, and are rejected for the same reasons given in the previous Office Action (paper number 26), and incorporated herein. Further reasons appear hereinbelow.

Claim 62 has been amended to now recite the step of "automatically" accepting reservation...

As per this limitation, Brandt et al. teaches FlowMark application software with purpose of renting a car that allows an authorized user to enter car rental information through a rental car agency's web site form (see: column 14, line 53 to column 15, line 37). Brandt et al. further teaches that the FlowMark application software outputs data container, which include car rental reservation information (see: column 14, lines 6-10 and 53-64). In addition, Brandt teaches that the car rental process model (440, Fig. 4) may model activity as a completely automatic process, which runs to completion without any human intervention (see: column 17, lines 28-58).

Response to Arguments

6. Applicant's arguments filed 12/10/04 have been fully considered but they are not persuasive. Applicant's arguments will be addressed hereinbelow in the order in which they appear in the response filed 12/10/04.

(A) In the remarks, Applicants argue in substance that, (1) the Examiner has not considered the Applicant's submitted evidence of commercial success in the affidavit dated 4/2/04; (2) the Office has failed to substantively respond to Argument previously made; and (3) The Office reliance on presenting " at least" a *prima facie* case of obviousness demonstrates that the Final Rejection is premature.

(1) the Examiner has not considered the Applicant's submitted evidence of commercial success in the affidavit dated 4/2/04 and (2) the Office has failed to substantively respond to Argument previously made. The Examiner respectfully submits that in considering evidence of commercial success objective evidence of nonobviousness including commercial success must be commensurate in scope with the claims *In re Tiffin*, 448 F.2d 791, 171 USPQ 294 (CCPA 1971). Furthermore, care should be taken to determine that the commercial success alleged is

directly derived from the invention claimed, in a marketplace where the consumer is free to choose on the basis of objective principles, and that such success is not the result of heavy promotion or advertising, shift in advertising, consumption by purchasers normally tied to applicant or assignee, or other business events extraneous to the merits of the claimed invention, etc. *In re Mageli*, 470 F.2d 1380, 176 USPQ 305 (CCPA 1973). Additionally, the article titled "How to stay ahead of the curve" by Eric Berkman which indicates that the ARMS® system has received an innovation award by CIO magazine (third party) does not does not establish a nexus between the claimed invention and the commercial success because there is no evidence that the product or process which has been sold corresponds to the claimed invention, or that whatever commercial success may have occurred is attributable to the product or process defined by the claims *Ex parte Standish*, 10 USPQ2d 1454, 1458 (Bd. Pat. App. & Inter. 1988).

Furthermore, Mr. Smith and Mr. Dittmar conclusions that the references cannot be combined are statements of opinion and not an evidentiary fact, *per se*. In addition, Mr. Smith's is a named inventor and Mr. Dittmar is employed by the assignee making their statements appear to be self-serving, and their conclusions do not appear to be an objective review of the applied prior art.

With regard to finding motivation within FlowMark reference the Examiner respectfully recognizes that references cannot be arbitrarily altered or modified and that there must be some reason why one skilled in the art would be motivated to make the proposed modifications. However, although the Examiner agrees that the motivation or suggestion to make modifications must be articulated, it is respectfully contended that there is no requirement that the motivation to make modifications must be expressly articulated within the references themselves. References

are evaluated by what they suggest to one versed in the art, rather than by their specific disclosures, *In re Bozek*, 163 USPQ 545 (CCPA 1969).

As such, it is respectfully submitted that an explanation based on logic and sound scientific reasoning of one ordinarily skilled in the art at the time of the invention that support a holding of obviousness has been adequately provided by the motivations and reasons indicated by the Examiner in the prior Office Action (paper dated 9/30/03), *Ex parte Levengood*, 28 USPQ2d 1300 (Bd. Pat. App. & Inter., 4/22/93). Therefore, the Examiner has presented and addressed all issues and arguments submitted by the Applicant regarding providing valid motivation and commercial success.

(C) In response to Applicant's argument that, (3) The Office reliance on presenting " at least" a *prima facie* case of obviousness demonstrates that the Final Rejection is premature. The Examiner respectfully submit that one cannot show nonobviousness by attacking references individually where the rejections are based on combinations of references. See In re *Keller*, 642 F.2d 413, 208 USPQ 871 (CCPA 1981); In re *Merck & Co.*, 800 F.2d 1091, 231 USPQ 375 (Fed. Cir. 1986). In addition, the test for obviousness is not whether the features of a secondary reference may be bodily incorporated into the structure of the primary reference; nor is it that the claimed invention must be expressly suggested in any one or all of the references. Rather, the test is what the combined teachings of the references would have suggested to those of ordinary skill in the art. See In re *Keller*, 642 F.2d 413, 208 USPQ 871 (CCPA 1981).

In addition, it respectfully submitted that the Walker et al. and Travel Agent references, and not Brandt et al., *per se*, that was relied upon for the specific teaching of an electronic form or contract for a renting a car, the form is a conditional purchase offer (CPO), which specifies the

subject of the goods a person wishes to purchase, a description of the goods a person wishes to obtain, and any other conditions the buyer requires (see: column 8, lines 46-49 and column 16, lines 15, line 60 to column 16, line 11). The CPO may be transcribed into digital text and made available to potential sellers (see: column 17, lines 7-19 and column 18, lines 15-21). Additionally, buyers are able to reach a large number of remotely located sellers (see: column 10, lines 40-43). Walker et al. also teaches that communication between the buyer and seller take place via electronic network (see: column 15, lines 45-48). Travel Agent teaches a 24-hour car reservation service that enables insurance adjusters to quickly secure a car for customers. Automated Rental Management System or ARMS, allows insurance companies to do business with Enterprise electronically (reads on "inter-company data communication"), including making reservation, rental extensions, billing and payment (see: paragraph 2). Brandt et al. was relied for primarily teaching FlowMark application software with the purpose of renting a car that allows an authorized user to enter car rental information through a rental car agency's web site form (see: column 14, line 53 to column 15, line 37). Brandt et al. further teaches that the FlowMark application software outputs data container, which include car rental reservation information (see: column 14, lines 6-10 and 53-64). In addition, Brandt teaches that the car rental process model (440, Fig. 4) may model activity as a completely automatic process, which runs to completion without any human intervention (see: column 17, lines 28-58). Thus, the proper combination of the applied references would be the incorporation of Brandt's automated process in the FlowMark application software for car rental with the system described by Walker et al. and Travel Agent using inter-company data communications.

Furthermore, it is respectfully submitted that if Applicant's were correct in his assertion

that references themselves teach away from being combined, which Examiner does not admit, it has been held that prior art reference must be considered in its entirety, i.e., as a whole, including portions that would lead away from the claimed invention. *W.L. Gore & Associates, Inc. v. Garlock, Inc.*, 721 F.2d 1540, 220 USPQ 303 (Fed. Cir. 1983), cert. denied, 469 U.S. 851 (1984).

Conclusion

7. **THIS ACTION IS MADE FINAL.** Applicant is reminded of the extension of time policy as set forth in 37 CFR 1.136(a).

A shortened statutory period for reply to this final action is set to expire THREE MONTHS from the mailing date of this action. In the event a first reply is filed within TWO MONTHS of the mailing date of this final action and the advisory action is not mailed until after the end of the THREE-MONTH shortened statutory period, then the shortened statutory period will expire on the date the advisory action is mailed, and any extension fee pursuant to 37 CFR 1.136(a) will be calculated from the mailing date of the advisory action. In no event, however, will the statutory period for reply expire later than SIX MONTHS from the mailing date of this final action.

Any inquiry concerning this communication or earlier communications from the examiner should be directed to Robert W. Morgan whose telephone number is (571) 272-6773. The examiner can normally be reached on 8:30 a.m. - 5:00 p.m. Mon - Fri.

If attempts to reach the examiner by telephone are unsuccessful, the examiner's supervisor, Joseph Thomas can be reached on (571) 272-6776. The fax phone number for the organization where this application or proceeding is assigned is 571-273-8300.

Information regarding the status of an application may be obtained from the Patent Application Information Retrieval (PAIR) system. Status information for published applications may be obtained from either Private PAIR or Public PAIR. Status information for unpublished applications is available through Private PAIR only. For more information about the PAIR system, see http://pair-direct.uspto.gov. Should you have questions on access to the Private PAIR system, contact the Electronic Business Center (EBC) at 866-217-9197 (toll-free). If you would like assistance from a USPTO Customer Service Representative or access to the automated information system, call 800-786-9199 (IN USA OR CANADA) or 571-272-1000.

RWM
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Art Unit 3626

JOSEPH THOMAS
SUPERVISORY PATENT EXAMINER